

Hon. Judge Barbara J. Rothstein

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

ALBERTO RIVERA MONROY and
IRMA PARRA-RIVERA, husband
and wife,

Plaintiffs,

vs.

REAL TIME RESOLUTIONS, INC.,
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., and MTC
FINANCIAL INC. d/b/a TRUSTEE CORPS.

Defendants.

No.: 2:21-cv-00813-BJR

DEFENDANT MTC FINANCIAL INC. d/b/a
TRUSTEE CORPS' ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' COMPLAINT

Defendant MTC Financial, Inc., d/b/a Trustee Corps ("Trustee Corps"), by and through its attorney of record, Michael S. DeLeo of Peterson Russell Kelly Livengood PLLC, and submits its Answer and Affirmative Defenses to Plaintiffs Alberto Rivera Monroy and Irma Parra-Rivera's ("Plaintiffs") Complaint ("Complaint"). Plaintiffs' initial paragraph of the Complaint is not numbered and consists in a broad narrative of Plaintiffs' view of the case, to which no Answer should be required. To the extent the narrative can be construed as making factual allegations about other parties, Trustee Corps lacks knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies them. To the extent it

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COMPLAINT - 1
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1 can be construed as making factual allegations about Trustee Corps, Trustee Corps denies them.
2 Trustee Corps also denies all allegations by Plaintiffs that there was a proper reconveyance as
3 Plaintiffs assert.

4 **IV. PARTIES**

5 1. Answering Paragraph 1 of the Complaint, Trustee Corps states that Plaintiffs
6 appear to be referring to the property being foreclosed (the “Property”) and therefore admits.

7 2. Answering Paragraph 2 of the Complaint, Trustee Corps states that Plaintiffs
8 appear to properly identify RTR as the beneficiary of the subject Deed of Trust (“DOT”) with an
9 office in Dallas and therefore admits.

10 3. Paragraph 3 of the Complaint consists primarily of legal conclusions and to which
11 no response should be required from Trustee Corps. To the extent an answer may be required,
12 Trustee Corp denies all allegations inconsistent with the written documents related to this
13 foreclosure.

14 4. Answering Paragraph 4 of the Complaint, Trustee Corps admits that it is a
15 Washington corporation and that its business includes performing as a non-judicial foreclosure
16 trustee. Trustee Corps admits that it issued the Notice of Sale dated May 25, 2021 (the “NOTs”)
17 regarding the DOT. Trustee Corps denies the remaining allegations in this paragraph.

18 5. Paragraph 5 of the Complaint consists of legal conclusions to which no response
19 should be required. To the extent a response is required, Trustee Corps admits that it issued the
20 NOTs regarding the DOT. Trustee Corps denies the remaining allegations in this paragraph.

21 **V. JURISDICTION AND VENUE**

22 6. Paragraph 6 of the Complaint consists of legal conclusions and to which no
23 response should be required from Trustee Corps. To the extent an answer may be required,
24 Trustee Corp denies any violation.

1 denies Plaintiffs allegations regarding the Alleged Reconveyance and incorporates its response to
2 paragraph 11. Trustee Corps admits to receiving the Beneficiary Declaration and the Assignment
3 of Deed of Trust, and issuing the Notice of Default and Notice of Sale.

4 14. Answering paragraph 14 of the Complaint, Trustee Corps states the Alleged
5 Reconveyance speaks for itself, incorporates its response to paragraph 11, and denies all
6 allegations not admitted.

7 15. Paragraph 15 of the Complaint contains argument and conclusory allegations to
8 which no response should be required. To the extent a response is required, Trustee Corps denies
9 that the referenced title commitment has the effect alleged by Plaintiffs and denies all allegations
10 inconsistent with the actual referenced documents and denies all allegations not admitted.

11 16. Paragraph 16 of the Complaint contains argument and conclusory allegations to
12 which no response should be required. To the extent a response is required, Trustee Corps denies
13 the effect of the Alleged Reconveyance as asserted by Plaintiffs. Trustee Corps admits issuing
14 the Notice of Default which speaks for itself and denies all allegations not admitted or that are
15 contrary to the Notice of Default.

16 17. Answering paragraph 17 of the Complaint, Trustee Corps admits the Assignment
17 was made and denies the remaining allegations.

18 18. Paragraph 18 of the Complaint contains allegations against RTR and therefore no
19 response should be required from Trustee Corps. And Trustee Corps denies all allegations not
20 consistent with the referenced written documents and denies the Alleged Reconveyance has the
21 effect asserted by Plaintiffs.

22 19. Paragraph 19 of the Complaint contains allegations against RTR and therefore no
23 response should be required from Trustee Corps. And Trustee Corps denies all allegations not
24 consistent with the referenced written document.

1 20. Answering paragraph 20 of the Complaint, Trustee Corps admits it issued the
2 Notice of Sale which speaks for itself and denies all Plaintiffs' allegations inconsistent with the
3 document.

4 21. Paragraph 21 of the Complaint contains argument and conclusory allegations to
5 which no response should be required. To the extent a response is required, Trustee Corps denies
6 the effect of the Alleged Reconveyance as asserted by Plaintiffs and denies all allegations not
7 admitted.

8 22. Answering paragraph 22 of the Complaint, Trustee Corps admits the first
9 sentence. Trustee Corps denies the effect of the Alleged Reconveyance as asserted by Plaintiffs
10 and denies it committed any violation. All allegations not admitted are denied.

11 23. Paragraph 23 of the Complaint contains argument and conclusory allegations to
12 which no response should be required. To the extent a response is required, Trustee Corps denies
13 the effect of the Alleged Reconveyance as asserted by Plaintiffs and denies all allegations not
14 admitted because it lacks knowledge on which to form a belief.

15 **VII. CAUSES OF ACTION**

16 **CLAIM ONE: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT**

17 24. Paragraph 24 of the Complaint re-alleges the foregoing paragraphs and Trustee
18 Corps re-alleges its responses to those paragraphs as though fully set forth here.

19 25. Paragraph 25 of the Complaint contains argument and conclusory allegations to
20 which no response should be required. To the extent a response is required, Trustee Corps
21 admits the identification of RTR and denies all allegations not admitted based on lack of
22 information to form a belief.

23 26. Paragraph 26 of the Complaint contains argument and conclusory allegations to
24 which no response should be required. To the extent a response is required, Trustee Corps denies
25 the effect of the Alleged Reconveyance as asserted by Plaintiffs and denies any violation.
26

1 27. Paragraph 27 of the Complaint contains argument and conclusory allegations to
2 which no response should be required. To the extent a response is required, Trustee Corps denies
3 the effect of the Alleged Reconveyance as asserted by Plaintiffs, denies the agency relationship
4 asserted by Plaintiffs, and denies all remaining allegations based on lack of knowledge to form a
5 belief.

6 28. Paragraph 28 of the Complaint contains argument and conclusory allegations to
7 which no response should be required and is directed at RTR. To the extent a response is
8 required, Trustee Corps denies the effect of the Alleged Reconveyance as asserted by Plaintiffs.

9 29. Paragraph 29 of the Complaint contains argument and conclusory allegations to
10 which no response should be required. Paragraph 29 is directed to RTR and therefore no
11 response should be required. To the extent a response is required, Trustee Corps denies the effect
12 of the Alleged Reconveyance as asserted by Plaintiffs. Trustee Corps denies any allegation not
13 previously addressed and direct to it.

14 30. Paragraph 30 of the Complaint contains argument and conclusory allegations to
15 which no response should be required. To the extent a response is required, Trustee Corps denies
16 the effect of the Alleged Reconveyance as asserted by Plaintiffs and denies the application of the
17 FDCPA to its activities in this case.

18 31. Paragraph 31 of the Complaint contains argument and conclusory allegations to
19 which no response should be required. To the extent a response is required, Trustee Corps denies
20 the effect of the Alleged Reconveyance as asserted by Plaintiffs and denies any alleged violation.

21 32. Paragraph 32 of the Complaint contains argument and conclusory allegations to
22 which no response should be required. To the extent a response is required, Trustee Corps denies
23 the effect of the Alleged Reconveyance as asserted by Plaintiffs, denies any alleged violation,
24 and denies that it caused or is liable to Plaintiffs for any asserted damages.

CLAIM TWO: VIOLATION OF REAL ESTATE SETTLEMENT PROCEDURES ACT

33. Paragraph 33 of the Complaint re-alleges the foregoing paragraphs and Trustee Corps re-alleges its responses to those paragraphs as though fully set forth here.

34. Paragraph 34 of the Complaint contains argument and conclusory allegations and is directed to RTR and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it.

35. Paragraph 35 of the Complaint contains argument and conclusory allegations and is directed to RTR and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it.

36. Paragraph 34 of the Complaint contains argument and conclusory allegations and is directed to RTR and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it.

CLAIM THREE: VIOLATION OF DEED OF TRUST ACT

37. Paragraph 37 of the Complaint re-alleges the foregoing paragraphs and Trustee Corps re-alleges its responses to those paragraphs as though fully set forth here.

38. Paragraph 38 of the Complaint contains argument and conclusory allegations and is directed to other defendants and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it.

39. Answering paragraph 39 of the Complaint, Trustee Corps denies.

40. Paragraph 40 of the Complaint contains argument and conclusory allegations and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it.

CLAIM FOUR: DECLARATORY JUDGMENT

41. Paragraph 41 of the Complaint re-alleges the foregoing paragraphs and Trustee Corps re-alleges its responses to those paragraphs as though fully set forth here.

1 42. Paragraph 42 of the Complaint contains argument and conclusory allegations to
2 which no response should be required. To the extent a response is required, Trustee Corps denies
3 the effect of the Alleged Reconveyance as asserted by Plaintiffs. The remaining allegations are
4 denied based on lack of information to form a belief.

5 43. Paragraph 43 of the Complaint contains argument and conclusory allegations to
6 which no response should be required. To the extent a response is required, Trustee Corps denies
7 the effect of the Alleged Reconveyance as asserted by Plaintiffs and denies the joint reference to
8 Defendants. Trustee Corps denies all other allegations based on lack of information to form a
9 belief.

10 44. Paragraph 44 of the Complaint contains argument and conclusory allegations and
11 therefore no response is required from Trustee Corps. To the extent a response is required,
12 Trustee Corps admits that there is a controversy, that Plaintiffs are seeking declaratory relief, and
13 deny all other allegations.

14 45. Paragraph 45 of the Complaint contains argument and conclusory allegations and
15 therefore no response is required from Trustee Corps. To the extent a response is required,
16 Trustee Corps admits that Plaintiffs are seeking declaratory relief and denies any other allegation
17 directed to it.

18 **CLAIM FIVE: VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT**

19 46. Paragraph 46 of the Complaint re-alleges the foregoing paragraphs and Trustee
20 Corps re-alleges its responses to those paragraphs as though fully set forth here.

21 47. Paragraph 47 of the Complaint contains argument and conclusory allegations and
22 therefore no response is required from Trustee Corps. To the extent a response is required,
23 Trustee Corps admits that the CPA requires Plaintiffs to carry their burden and establish various
24 legal elements. Trustee Corp denies any factual allegation directed to it, denies liability for any
25 damages, and denies any alleged violation.

48. Paragraph 48 of the Complaint contains argument and conclusory allegations and is directed to MERS and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it and denies all other allegations based on lack of information to form a belief.

49. Paragraph 49 of the Complaint contains argument and conclusory allegations and is directed to MERS and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it and denies all other allegations based on lack of information to form a belief.

50. Paragraph 50 of the Complaint contains argument and conclusory allegations and is directed to RTR and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it and denies all other allegations based on lack of information to form a belief.

51. Paragraph 51 of the Complaint contains argument and conclusory allegations and is directed to MERS and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps denies any allegation directed to it and denies all other allegations based on lack of information to form a belief.

52. Answering Paragraph 52 of the Complaint, Trustee Corps admits that it is a Washington corporation and that its business includes performing as a non-judicial foreclosure trustee, but that is not necessarily its sole business and it is not necessary true that its business “often” results in the loss of a homestead and therefore deny the allegation based on lack of statistical information. Trustee Corps admits that its efforts could go outside the State of Washington. To the extent there are allegations they are legal conclusions and no response is required.

53. Paragraph 53 of the Complaint contains argument and conclusory allegations and therefore no response is required from Trustee Corps. To the extent a response is required, Trustee Corps admits that it performs verification and other steps in the foreclosure process and

1 that includes obtaining and reviewing title documents and a trustee sale guarantee and that the
2 trustee sale guarantee fee is included as a cost. All other factual allegations against Trustee
3 Corps are denied and Trustee Corps denies any violation and denies liability to Plaintiffs.

4 54. Paragraph 54 of the Complaint contains argument and conclusory allegations and
5 therefore no response is required from Trustee Corps. To the extent a response is required,
6 Trustee Corps denies any violation, denies that it did anything deceptive, and denies the joint
7 reference to it and other defendants.

8 55. Paragraph 55 of the Complaint contains argument and conclusory allegations and
9 therefore no response is required from Trustee Corps. To the extent a response is required,
10 Trustee Corps denies the joint reference to Defendants, denies that it committed any violation,
11 and denies that it cause any injury or damage stemming from and alleged violation to Plaintiffs.
12 Trustee Corps denies any further allegations against it and denies all other allegations based on
13 lack of information to form a belief.

14 **CLAIM SIX: NEGLIGENT MISREPRESENTATION**

15 56. Paragraph 56 of the Complaint re-alleges the foregoing paragraphs and Trustee
16 Corps re-alleges its responses to those paragraphs as though fully set forth here.

17 57. Paragraph 57 of the Complaint contains argument and conclusory allegations and
18 therefore no response is required from Trustee Corps. To the extent a response is required,
19 Trustee Corps denies any allegation directed to it.

20 58. Paragraph 58 of the Complaint contains argument and conclusory allegations and
21 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
22 response is required, Trustee Corps denies any allegation directed to it and denies all other
23 allegations based on lack of information to form a belief.

24 59. Paragraph 59 of the Complaint contains argument and conclusory allegations and
25 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
26

1 response is required, Trustee Corps denies any allegation directed to it and denies all other
2 allegations based on lack of information to form a belief.

3 60. Paragraph 60 of the Complaint contains argument and conclusory allegations and
4 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
5 response is required, Trustee Corps denies any allegation directed to it and denies all other
6 allegations based on lack of information to form a belief.

7 61. Paragraph 61 of the Complaint contains argument and conclusory allegations and
8 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
9 response is required, Trustee Corps denies any allegation directed to it and denies all other
10 allegations based on lack of information to form a belief.

11 62. Paragraph 62 of the Complaint contains argument and conclusory allegations and
12 is directed to RTR and therefore no response is required from Trustee Corps. To the extent a
13 response is required, Trustee Corps denies any allegation directed to it and denies all other
14 allegations based on lack of information to form a belief.

15 63. Paragraph 63 of the Complaint contains argument and conclusory allegations and
16 is directed to RTR and therefore no response is required from Trustee Corps. To the extent a
17 response is required, Trustee Corps denies any allegation directed to it and denies all other
18 allegations based on lack of information to form a belief.

19 64. Paragraph 64 of the Complaint contains argument and conclusory allegations and
20 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
21 response is required, Trustee Corps denies any allegation directed to it and denies all other
22 allegations based on lack of information to form a belief.

23 65. Answering paragraph 65 of the Complaint, Trustee Corps admits that its business
24 included non-judicial foreclosure and that it generates documents and records them which impact
25 the land records. Trustee Corps denies the allegations regarding compensation as being wholly
26

1 accurate and deny all other allegations based on lack of sufficient information and / or lack of
2 clarity in the allegation to form a belief.

3 66. Answering paragraph 66 of the Complaint, Trustee Corps denies.

4 67. Answering paragraph 67 of the Complaint, Trustee Corps denies.

5 **CLAIM SEVEN: NEGLIGENCE**

6 68. Paragraph 68 of the Complaint re-alleges the foregoing paragraphs and Trustee
7 Corps re-alleges its responses to those paragraphs as though fully set forth here.

8 69. Paragraph 69 of the Complaint contains argument and conclusory allegations and
9 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
10 response is required, Trustee Corps denies any allegation directed to it and denies all other
11 allegations based on lack of information to form a belief.

12 70. Paragraph 70 of the Complaint contains argument and conclusory allegations and
13 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
14 response is required, Trustee Corps denies any allegation directed to it and denies all other
15 allegations based on lack of information to form a belief.

16 71. Paragraph 71 of the Complaint contains argument and conclusory allegations and
17 is directed to RTR and therefore no response is required from Trustee Corps. To the extent a
18 response is required, Trustee Corps denies any allegation directed to it and denies all other
19 allegations based on lack of information to form a belief.

20 72. Paragraph 72 of the Complaint contains argument and conclusory allegations and
21 is directed to RTR and therefore no response is required from Trustee Corps. To the extent a
22 response is required, Trustee Corps denies any allegation directed to it and denies all other
23 allegations based on lack of information to form a belief.

24 73. Paragraph 73 of the Complaint contains argument and conclusory allegations and
25 is directed to MERS and therefore no response is required from Trustee Corps. To the extent a
26

1 response is required, Trustee Corps denies any allegation directed to it and denies all other
2 allegations based on lack of information to form a belief.

3 74. Answering paragraph 74 of the Complaint, Trustee Corps admits that its business
4 included non-judicial foreclosure and that it performs analysis and verification. Trustee Corps
5 admits to the statutory duties of a trustee and deny all allegations contrary to a trustee's legal
6 duties. Trustee Corps denies that it failed to fully its duties, denies that it committed any
7 violation, denies all allegations not admitted.

8 75. Answering paragraph 75 of the Complaint, Trustee Corps denies.

9 The remainder of the Plaintiffs' Complaint consists of a prayer for relief. Trustee Corps
10 denies that Plaintiffs are entitled to any relief against Trustee Corps.

11 All paragraphs of the Complaint not expressly admitted herein are hereby denied. Trustee
12 Corps reserves the right to amend its answer and affirmative defenses.

13 **VIII. AFFIRMATIVE DEFENSES**

14 By way of further answer and as affirmative defenses against Plaintiffs, Trustee Corps
15 alleges as follows:

16 A. Plaintiffs' claims against Trustee Corps may be barred in whole or in part because
17 Plaintiffs fail to state a claim upon which relief may be granted.

18 B. Plaintiffs' claims against Trustee Corps may be barred in whole or in part under
19 the doctrines of waiver, laches, estoppel, and/or unclean hands.

20 C. Plaintiffs' claims against Trustee Corps may be barred in whole or in part because
21 Plaintiffs have failed to suffer any damages proximately caused by Trustee Corps.

22 D. Plaintiffs' alleged damages, if any, are the result of their own fault, or the fault of
23 another, for which Trustee Corps has no liability.

24 E. Plaintiffs do not have a cognizable claim for damages against Trustee Corps
25 because Trustee Corps has not breached any duty with regard to its role as trustee on the deed of
26 trust for the real property at issue.

1 F. Plaintiffs' claim is barred in whole or in part because Trustee Corp has not
2 violated any aspect of Washington's Deed of Trust Act.

3 G. Plaintiffs' claim is barred in whole or in part by an applicable statute of
4 limitations and/or statutes of repose.

5 H. Plaintiffs' claim is barred in whole or in part to the extent that the FDCPA does
6 not apply to foreclosure activity.

7 I. Trustee Corps reserves its right to seek attorney's fees and costs as allowed by
8 RCW 4.84.185 on the ground that the Plaintiffs' action is advanced without reasonable cause.

9 J. All affirmative defenses are asserted based on information available at this time.
10 Trustee Corps reserves its right to amend, withdraw, or add affirmative defenses as its
11 investigation continues and discovery occurs in this case.

12 **IX. TRUSTEE CORPS' PRAYER FOR RELIEF**

13 WHEREFORE, having answered Plaintiffs' Complaint and asserted affirmative
14 defenses, Trustee Corps requests the following relief:

15 A. That Plaintiffs' Complaint be dismissed with prejudice, and that they take nothing
16 thereby;

17 B. That Trustee Corps be awarded its attorney's fees and costs as allowed by law
18 including RCW 4.84.185 and / or Rule 11 of this Court; and

19 C. Such other relief as the Court deems just and equitable.

20 DATED: August 13, 2021.

PETERSON RUSSELL KELLY LIVENGOD, PLLC

21 By: s/ Michael S. DeLeo

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Attorney for Defendant MTC Financial Inc.,
d/b/a Trustee Corps

CERTIFICATE OF SERVICE

I certify that I caused to be served in the manner noted below a copy of the foregoing pleading on the following individual(s):

Vicente Omar Barraza	<input type="checkbox"/> Via Facsimile
Barraza Law PLLC	<input type="checkbox"/> Via First Class Mail
10728 16 th Ave SW	<input type="checkbox"/> Via Messenger
Seattle, WA 98146	<input type="checkbox"/> Via Email
Email: omar@barrazalaw.com	<input checked="" type="checkbox"/> Via CM/ECF Electronic Notice

Christina L. Henry	<input type="checkbox"/> Via Facsimile
Henry & Degraaff PS	<input type="checkbox"/> Via First Class Mail
113 Cherry Street, PMB 58364	<input type="checkbox"/> Via Messenger
Seattle, WA 98104	<input type="checkbox"/> Via Email
Telephone: (206) 330-0595	<input checked="" type="checkbox"/> Via CM/ECF Electronic Notice
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Ha Thu Dao	<input type="checkbox"/> Via Facsimile
10728 16th Ave SW	<input type="checkbox"/> Via First Class Mail
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Portland, OR 97204	<input type="checkbox"/> Via Email
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DATED: August 13, 2021, at Bellevue, Washington.

s/ Rachel White
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